1948. **File No.** Fisheries & Industries 48 Pt. II

Legal DEPARTMENT

E BRANCH

Examined
MSM
4-5-52

Subject:—

Fisheries & Industries

File No. Fisheries & Industries Pt. II

Stl. Sectt. Slip 24 B e.

605-E Pt. II

(K)

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THIS MORTGAGE made at - - - - - - - - - the - - - - -
day of - - - - - one thousand nine hundred and forty ~~seven~~ eight
between - - - Hemu Laxman Eswarappa - - - - - - - -
- - Nayanakar - and - Shivappa - Yellappa - - -
- - - Kherkhare, both of Manakalla, Dharwar
~~and~~ -
- -
~~both~~ of - - - - - - - - , Hindu Inhabitants (hereinafter collectively referred to as "The Mortgagors" which expression shall unless the context does not so admit include ~~his~~/their respective heirs, executors, administrators and assigns) of the one part, and the Governor of Bombay (hereinafter referred to as "The Mortgagee" which expression shall unless the context does not so admit include his successors and assigns) of the other part.

WHEREAS the first named Mortgagors is/~~are~~ seized and possessed of and otherwise well and sufficiently entitled to the land hereditaments and premises situate lying and being at Dharwar and more particularly described in the schedule hereunder written.

AND WHEREAS the Mortgagors applied to the Mortgagee for a loan of Rs. - - - 2000/- - - for - purchasing - - raw - materials - required - for their - - - leather - Tanning - industry - - - - - - - - -

AND WHEREAS under the Bombay State aid to small Industries Rules 1935, the Mortgagee has agreed to advance to the Mortgagors the said sum of Rs. - 2000/- upon the Mortgagors having agreed to secure repayment thereof in the manner hereinafter prescribed.

NOW THIS MORTGAGE WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the sum of Rs. - - - - - - (Rupees- - - - - - - - - - - - - - - - - - - -

and shall thence forth bear interest payable at the rate and on the days aforesaid and all the covenants and conditions contained in these presents and all the rules of law and equity in relation to interest shall equally apply to interest on such arrears PROVIDED FURTHER that the last preceding previso shall not permit the Mortgagors to allow any interest to fall into agrears.

1. In pursuance of the said agreement and in consideration of the sum of Rs. 2000/- (Rupees Two Thousand) paid to the Mortgagors by the mortgagee on or before the execution of those presents (the receipt whereof the Mortgagors ~~doth~~/do hereby admit and acknowledge and of and from the same ~~doth~~/do hereby release and discharge the Mortgagee) the Mortgagors ~~doth~~/do hereby covenant with the Mortgagee that the Mortgagors will repay to the Mortgagee the said sum of Rs. 2000/- within a period of 6 year from this date by annual equal ~~monthly~~ instalments, each instalment of Rs. 400/- to be paid in the first week of each of the year ~~calender month provided that the Mortgagors shall not be required to pay the said monthly instalments during the months of June, July and August and~~ that the first of such payment of Rs. 400/- shall be made in the first week of ~~the month~~ of the year next to that in which these presents are executed and that after the Mortgagors ~~has~~/have paid the said sum of Rs. 2000/- in regular instalments as hereinbefore provided, the Mortgagors shall pay not later than one month from the date of the payment of the last instalment a further sum as interest calculated at 6½ per cent per annum on dimishing balances from the date on which the said sum of Rs. 2000/- is paid to ~~him~~/them until the date of the payment of such last instalment.

~~2. In further pursuance of the said agreement and for~~

In further pursuance of the said agreement and for the consideration aforesaid the Mortgagors do hereby assign transfer and assure unto the Mortgagee all their undertakings and all their property and assets, present and future, including the plant, machinery things and articles (Particulars of the principal items of which machinery and articles hereby expressed to be assigned and transferred are set out in the First Schedule hereunder written) and which undertaking, property, assets, plant, machinery, articles and other things both present and future are hereinafter for the sake of brevity called "The Mortgaged properties". And all the estate, right, interest claim and demand of the Mortgagors into and upon the mortgaged properties TO HAVE AND TO HOLD the same into the Mortgagee absolutely subject to the right of Mortgagors to deal with the same in the ordinary course of business but not otherwise. To the intent that these presents shall be a specific first charge on the said present assets of the Mortgagors and shall be a floating security on the undertaking and future property and assets of the Mortgagors so that the Mortgagors shall not be at liberty to create any mortgage or charge in priority to these presents with the consent of the Mortgagee.

for the consideration aforesaid the Mortgagors doth/do hereby assign transfer and assure unto the Mortgagee all his/their undertakings and all his/their property and assets, present and future, the present assets are more particularly set out in the Schedule hereunder written including the with the said loan and which undertaking property, assets and are hereinafter for the sake of brevity called "the Mortgaged properties" And all the estate, right, interest claim and demand of the Mortgagors in to and upon the Mortgaged propertions TO HAVE AND TO HOLD the same unto the Mortagee absolutely ~~and~~ subject to the proviso for redemption hereinafter contained and subject to the right of Mortgagors to deal with the same in the ordinary courst of business but not ~~a~~otherwise.

y See Rider

3. In further pursuance of the said agreement and for the consideration aforesaid the first named Mortgagors doth/~~do~~ hereby grant, convey, transfer and assure unto the Mortgagee all that piece or parcel of land or ground situate lying and being at Dhanbad and more particularly described in the schedule hereunder written TOGETHER with all and singular the houses, out-houses, edifices, buildings, yards, wall-compounds, paths, water, water courses, ~~sewers~~, ~~ditches~~, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members, appurtenances to the said land hereditaments and premises or in anywise appurtaining or with the same or any part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto. AND TOGETHER also with all the right title interest claim and demand whatsoever of he/~~they~~ the Mortgagors into and

upon the said piece or parcel of land hereditaments and premises or any part thereof (hereinafter collectively referred to as "the Mortgaged properties") TO HAVE AND TO HOLD the same unto the use of the Mortgagee absolutely subject to the proviso for redemption hereinafter contained.

4. PROVIDED ALWAYS AND it is hereby agreed and declared that if the Mortgagors shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan of Rs. 2000/- together with interest thereon and shall pay all costs, charges and expenses of the Mortgagee of and incidental to this Mortgage, the Mortgagee shall upon the request and at the costs, charges and expenses of the Mortgagors reassign and retransfer the mortgaged properties unto the Mortgagors or as they may direct/ and in the meantime and until default be made by the mortgagors in payment of the said principal sum or any instalment thereof or interest thereon or any part thereof the Mortgagors shall remain in the possession or receipt of the rents and profits of said land hereditaments and premises.

5. The said principal sum of Rs. 2000 of any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events

(a) If the Mortgagors shall fail to pay any instalment of principal on the respective due dates in the manner aforesaid/ ~~as and when it may become duly and payable~~.

(b) If the Mortgagors shall make default in payment of ~~any~~ the instalment of interest ~~on the respective due dates~~

as herebefore provided.

(c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or a Receiver thereof be appointed.

(d) If the Mortgagors shall commit breach of any one of the convenants or provisions herein contained and on his/their part to be observed and performed.

(e) If the Mortgagors shall cease to carry on business for any reason whatsoever.

(f) If the Mortgagors or either or them are or is adjudicated insolvent.

6. As soon as the principal moneys or the balance thereof shall become payable and the security enforceable under the last preceding clause the Mortgagee shall be entitled (without being bound to do so) to take possession of the mortgaged properties and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the Mortgagors or any other person whatsoever claiming under the Mortgagors.

7. If default shall be made in repayment of the Mortgage money or any part thereof on the days and in the manner aforesaid or if the security hereby constituted becomes enforceable in each and any of the events mentioned in clause 4 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the Court all or any of the Mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other

Stipulations as to title evidence or other-wise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy-in or rescind or vary any contract for sal of all the Mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the purchase money of the properties sold and for any other moneys paid to the Mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof AND IT IS HEREBY AGREED AND DECLARED that the provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act, 1882, shall apply to this security.

8. AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of principal or interest shall be in arrear the same may be recoverable from the Mortgagors in the same manner as an arrear of land revenue under the provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof: Provided Always that this clause shall not affect other rights powers and remidies of the Mortgagee.

9. The Mortgagors do ~~both~~ hereby covenant with the Mortgagee as follows:-

(a) That the Mortgagors ~~has~~/have now good right and full power to grant convey and transfer the said mortgaged properties hereinbefore expressed to be hereby granted conveyed and transferred as aforesaid free from all claim liens and incumbrances and that the Mortgagors and every other person having or claiming any estate or interest in the said mortgaged properties or any part thereof will at all times at the costs until the sale thereof of the mortgagors and afterwards of the person or persons requiring the same execute and do all such assurances and acts for further and more effectually assuring

the said mortgaged properties or any part thereof to the Mortgagee or to such other person or persons as he may direct, as shall be reasonably required;

(b) that the moneys secured by these presents shall be a first charge on the said mortgaged properties and shall take precedence over all other moneys now due or whic may here inafter be borrowed by the Mortgagors;

(c) that the Mortgagors will so long as any of the principal moneys or any interest secured by these presents shall remain unpaid and the Mortgagee shall not have taken possession of the mortgaged properties carry on and conduct the business of the mortgagors in a proper and efficient manner and for that purpose;

(i) will maintain and keep in a good and substantial state of repairs and condition the said mortgaged properti expressed to be hereby assured;

(ii) will keep the said mortgaged properties insured against loss or damage by fore and riots and civil comotion to its full insurable value with some insurance office to be approved by the Director of ~~Fisheries~~ Industries and will make all payments required for the purpose as and when the same become due and payable and will on demand produce to the Director of ~~Fisheries~~ Industries the policy or policies of the insurance and the receipt or receipts for such payment and will apply all moneys received by the Mortgagors under any such insurance in making good any such loss or damage;

(iii) will duly and punctually pay perform and observe all rents rates, taxes, assessments, outgoings, covenants and obligations which are to bepaid observed or performed by the Mortgagors in respect of the said mortgaged properties or otherwise howsoever;

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(d) that the Mortgagors will permit the Mortgagee or a any person or persons authorised by him at any time and from time to time during the usual time of business so long as any money shall remain due or owing upon the security of these presents to inspect and examine any part of the mortgaged properties and render them or any such assistance as may be required for any of the purposes aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagors or the Mortgaged properties or any part thereof as he or they shall requirr;

(e) that the mortgagors shall utilise the amount of the said loan for purchasing raw materials required for their leather tanning industry.

In witness whereof, the Mortgagors has/have set ~~his~~/their respective hands hereto the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO.

1) Diesel oil Engine No 1505
Make: ellyson (Eglish) B. H P 44. 4. Valued at Rs 3000/-

2) Flour Grinding Mill Valued at Rs 350/-
" Marshall 18"

3) Rice Huller Valued at Rs 200/-
" (German make)

4) Kirloskar Pump. Valued at Rs 100/-

Rs. 3750/-

THE SECOND SCHEDULE ABOVE REFERRED TO.

ALL THAT piece or parcel of land or ground of the quit and Ground Rent Tenure with the measuage tenement or deweeling house standing thereon situate, lying and being at Dharwar in the Registration Sub-District of .containing by admeasurement square feet or thereabouts, and bounded as follows that it to say

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on or towards the East by

on or towards the West by

on or towards the North by

on or towards the South by

Signed and Delivered by the
above named Mortgagors

1. Laxman Iswarappa Narayankar and
2. Shivappa Yellappa Shirkane.
3.

in the presence of

1.

2.

Received of and from the Governor of Bombay the sum of Rupees 2nil/- being the amount of the Government Loan expressed above to have been paid by the Governor of Bombay, to the Mortgagors abovenamed. } Rs. 2nil/-

1.

2.

I/We say received

Mortgagors.

Kc. 11.6.

No. 3747

Legal Department,
Bombay Castle, 17th April 1948.

To

The Director of Industries,
Old Custom House Yard,
BOMBAY.

Subject :- Grant of a loan of Rs. 2000/-
to Messrs. L.I.Narayankar
and S.Y. Khirkhare.

Sir,

With reference to your letter No. SAI(215)/769 dated the 13th March 1948 on the subject noted above, I have the honour to forward herewith a draft Mortgage Deed.

The Mortgage Deed will be chargeable with a stamp duty of Rs. 22-8-0 under Article 40(b) read with article 15 of the Schedule I to the Indian Stamp Act. It requires registration.

Your obedient servant.

BN 16/4

Offg. Solicitor to Government.

BN 16/4
CC/15/4.

State-Aid to Industries Rules, 1935.
Grant of loans under -
Application from Binga Fisheries
Co-operative Association for -

23-1-159
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Government of Bombay.
Education and Industries Department
Resolution No.7994
Bombay Castle, 9th July, 1948.

Letter from the Director of Fisheries No.F.41(a)/9940, dated the 26th January 1948.

Resolution - Sanction is accorded to the grant of a loan of Rs. 24,000/- plus Rs.13,000/- as Government subsidy to the Binga Fisheries Co-operative Association Limited, Binga, Karwar, for the purchase and installation of a 150 to 200 B.H.P.Engine in the new hull, on the terms and conditions mentioned below :-

(i) The loan should be paid in one instalment during the current financial year.

(ii) The Association should mortgage to Government its general assets. The mortgage should continue till the last instalment with interest is paid.

(iii) Interest should be charged at 3½% on diminishing balances from the date on which payment of the loan is made, the instalment on account of the interest being payable after the last instalment on account of the principal has been paid.

(iv) The payment of the loan should commence as soon as the loan amount is paid. The loan is repayable within five years in 44 monthly instalments of Rs.530/- each and the last instalment (the 45th instalment) of Rs.680/- from the date of the drawal of the amount of the loan.

(v) Each instalment should be paid in the first week of each month but no instalments will be payable during the months of June, July and August.

(vi) The charges on account of stamp duty required to be incurred in connection with the loan shall be borne by the Association.

(vii) The Association should insure the hull and the engine and assign the policies to Government.

2. The charges on account of the loan should be debited to the budget head "R-Loans and Advances by Provincial Government-Class V-Miscellaneous Loans and Advances-Loans in connection with the development of Fisheries". The necessary source to meet the charge during current financial year will be pointed out by the Finance Department in due course. The cost on account of the subsidy of Rs.13,000/- should be debited to the budget head "43-Industries-C-I-Fisheries". The Director of Fisheries should be requested to point out in due course a source from which the extra cost should be met during the current financial year.

3. The Director should also be requested to arrange in consultation with the Solicitor to Government for the execution of the necessary mortgage deed by the Association

concerned.

concerned before the loan is paid to it and to forward to Government for record a copy of the document after it is executed.

By order of the Governor of Bombay,

N. B. Rangnekar,
Under Secretary to Government.

To

The Director of Fisheries, Bombay,
The Joint Registrar for Industrial, Co-operatives and Village Industries, Poona,
The Accountant General, Bombay (through the Finance Department),
The Solicitor to Government,
The Collector of Kanara,
The Finance Department.

VRI/9-7

24-4-HH
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THIS MORTGAGE made at Bombay the day of one thousand nine hundred and forty eight between the Binga Fisheries Co-operative Association Ltd., Binga, Karwar, a society registered under the Bombay Co-operative Societies Act 1925, and having its registered office at Binga (hereinafter referred to as "The Mortgagor" which expression shall unless the context does not so admit, include its successors and assigns) of the one part and the Governor of Bombay (hereinafter referred to as "the Mortgagee" which expression shall unless the context does not so admit include his successors and assigns) of the other part.

WHEREAS by a Mortgage Deed dated the 31st day of March on thousand nine hundred and forty seven and made between the Mortgagor of the one part and the Mortgagee of the other part, all those assets described in the Schedule thereto and also thereto annexed were granted or otherwise assured by the Mortgagor unto and to the use of the Mortgagee subject to a proviso therein contained for redumption of the said assets upon payment by the Mortgagor unto the Mortgagee of the sum of Rs. 30000/- with interest thereon at the rate of 3½ per cent per annum within a period of five years from the date of the aforesaid Mortgage Deed.

AND WHEREAS under Government Resolution, Education and Industries Department No. 7994 dated the 9th July 1948, the Mortgagee has agreed to give to the Mortgagor a fresh loan of Rupees twenty four thousand only (Rs. 24000) on the Mortgagee having agreed to secure repayment thereof in the manner hereinafter provided.

NOW this Mortgage witnesseths as follows :-

1. In pursuance of the said agreement and in consideration

consideration of the sum of Rs. 24000 (Rupees twenty four thousand only) paid to the Mortgagor by the Mortgagee on or before the execution of these presents (the receipt whereof the Mortgagor doth hereby admit and acknowledged and of and from the same doth hereby release and discharge the Mortgagee), the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor will repay to the Mortgagee the said sum of Rs. 24000/- within a period of five years from this date by forty four equal monthly instalments of Rs. 530 and a forty-fifth instalment of Rs. 680 each to be paid in the first week of each calender month provided that the Mortgagor shall not be required to pay the said monthly instalments during the months of June, July and August. The first of such payment of Rs. 530 shall be made in the ~~fix~~ first week of the month next to that in which these ~~presents~~ are executed and that after the Mortgagor has paid the said sum of Rs. 24000/- in regular instalments as hereinbefore provided, the Mortgagor shall pay not later than one month from the date of the payment of the last instalment a further sum as interest calculated at 3½ per cent per annum on diminishing balances from the date on which the said sum of Rupees twenty four thousand is paid to him until the date of the payment of such last instalment.

2. It is hereby agreed and declared that the assets comprised in and granted or otherwise assured by the hereinbefore recited indenture and also ~~the assets received~~ in the Schedule hereto shall stand charged with and remain a security for the payment to the Mortgagee not only of the amount of the principal sum of Rs. 30000/- thereby secured, but also of the said further sum of Rs. 24000/- and the interest for the

same

same pursuant to the foregoing covenant in that behalf and shall not be redeemed or redeemable until both the said principal sums, and the interest due thereon shall be fully paid and satisfied.

AND IT IS HEREBY ALSO AGREED AND DECLARED that the power of sale and all other the powers and provisions contained in the hereinbefore recited indenture for raising and securing the payment to the Mortgagee of the principal sums and the interest thereof, shall extend to the said further sum of Rs. 24000/- and interest thereof, and be available for raising and securing the payment of the same.

In Witness whereof the Chairman and the Members of the Managing Committee of the Binga Fisheries Co-operative Association Ltd., Binga have set their respective lands hereto the day and year first above written.

The Schedule referred to above.

I Assets as on 1947

II Assets as on 30th June 1948

Signed, and delivered by

1) _____ Chairman and

2)
3)
4)
5)
6)
7)
8)
9)

P.T.O.

Members of the Managing Committee of
the Association pursuant to a resolu-
tion of the Managing Committee dated

in the presence of

1)

2)

No. 8474
Legal Department,
Bombay Castle, 2W September 1948.

To
The Director of Fisheries,
Old Custom House Yard,
Bombay.

Subject:- State-aid to Industries Rule 1935.
Application from Binga Fisheries Co-operative Association for -

Sir,

With reference to the correspondence resting with your letter No. F.41(a)/6079, dated the 24th August 1948 on the subject noted above, I have the honour to forward herewith a draft Deed of Further charge.

2. The Loanee being a co-operative Society, the Deed of Further charge will be exempt from stamp duty under Revenue Department Notification No. 10055/28 dated the 22nd March 1939 issued under section 33(2) of the Bombay Co-operative Societies Act.

P.T.O.

3. The original Mortgage Deed and the copy of the By-laws ofthe Association received from your office are returned herewith.

Yours faithfully,

RSN 2/9

OC/ Offg. Solicitor to Government.

Issued 2/9

BM.
2.9.
2.9

BN. 2019

State aid to Industries Rules, 1935.

Grant of loans under the-- to fishermen of Karwar whose equipment was distroyed by fire

Government of Bombay,
Education and Industries Department, 1518
Resolution No.7994, 2019
Bombay Castle, 14th September 1948.

Letter from the Director of Fisheries, No.F.41(a)/2822, dated the 4th June 1948.

"I have the honour to state that the Superintendent of Fisheries (Coast), Karwarm reports that seven temporary huts (of ~~kudjans~~ cudjans and bamboos) erected on the Karwar foreshore, for storage of boats, nets and raw materials for nets, caught fire on March 16, 1948, and were dompletely destroyed. The loss sustained by fishermen as a result of this calamity has been estimated at Rs.78,410. This will be evident from a letter No.0/2492, dated March 23, 1948, (copy attached) addressed by the Mamlatdar of Karwar to the Collector of Kanara and the Panchmamas (enclosed with English translation) drawn up by the Revenue Authorities.

The fishermen have applied (application in original with translation in English attached) for financial help from Government on the basis of 50% subsidy and 50% loan without interest. The Superintendent of Fisheries (coast), who visited the scene of the fire has convinced himself of the correctness of their submission. He observes that the demand for 50% subsidy is high and suggests that subsidy to the extent of one-third of the loss sustained may be granted. The District Magistrate, Karwar, has already approached the Secretary to Government, Home Department, for the grant of immediate relief of Rs. 7,970/- or roughly 10% of the total loss. A copy of his letter No.0/1772, dated April 14,1948, on the subject is attached for information of Government. He has also moved the Secretary of the Wadia Charities, for the grant of a further relief of Rs. 7,000/- to the fishermen. Assuming that this relief be forthcoming, the total aid (Rs.7,970 + Rs. 7,000) amounts roughly to about 20% of the total loss of Rs. 78,410. The Superintendent of Fisheries (coast) suggests that an additional subsidy of Rs.10,220/- be extended to the fishermen, to raise the total aid to Rs. 25,190 or roughly one-third of the total loss.

as loan on basis of 50% loan without interest.

The Superintendent further proposed that the balance of Rs.53,220 (Rs.78,410-25,190) be treated/and 50% loan carrying interest at 3½%, insurance of the assets to the extent of the amount of the loan being made compulsory in each case.

A statement giving detailed information of the loss sustained by each group and the apportionment of subsidies and loans to each ~~group~~ group is enclosed.

The fishermen have been put to great distress as they have lost not only the sheds but the means of conducting their trade. As things now are there is the real fear that their operations during the next mackerel season in October will be practically at a standstill. They will be unable to ply their calling with ~~xxxxx~~ a corresponding effect on the supplies of fish to our city as well as the fish curing industry in the Karwar Taluka.

In view of the aforesaid facts, I have to request you to be so food as to move Government kindly to accord their sanction to the grant of subsidies and loans to the Karwar fishermen as under :-

(1) Subsidy of Rs.10,220/- to the Karwar fishermen in accordance with details in col. 6 of the statement.

(2)...

(2) Loan of Rs. 26,610 without interest as per details in col. 9 of the statement and loan of like amount with interest vide details in col. 10 of the statement.

"Early orders may kindly be passed on this case."

RESOLUTION:- Sanction is accorded to the grant of loans for purchase of fishing nets, boats and other fishing equipment amounting to Rs.53,220/- to the distressed fishermen of Karwar as detailed in the accomapnying statement on the terms and conditions mentioned below:-

(i) The loans should be paid in one instalment or more as deemed fit by the Director of Fisheries, during the current financial year.

(ii) The fishermen should offer personal sureties of persons who are solvent to the extent of loan amounts.

(iii) The loan should be utilised by the fishermen for purchasing fishing equipment, viz. boats, nets, etc., only.

(iv) The assets purchased with the loan amount should be mortgaged to Government. The mortgage should continue till the last instalment of the loan together with the interest is paid. They should also be insured against marine risk and policies assigned to Government.

(v) Interest should be charged at 3½ per cent in the case of loans mentioned in Column 4 and no interest should be charged in respect of loans in Column 3.

(vi) The payment of loans should commence as soon as the loan amount is paid. The loan is repayable in equal monthly instalments, except during June, July and August each year, within three years from the date of the drawal of the amount of the loan and that each instalment should be paid in the first week of each such month.

(vii) The charges on account of the stamp duty required to be incurred in connection with the mortgage bond and other agreements in connection with the loans shall be borne by the fishermen.

2. The charge on account of the payment of loans amounting to Rs. 53,220 should be debited to the head "Loans and Advances by Provincial Government.-Class-V-Miscellaneous.Loans and Advances in connection with the Development of Fisheries". The necessary source from which this expenditure should be met will be pointed out by the Finance Department in due course.

3. The Director of Fisheries should be requested to arrange in consultation with the Solicitor to Government for the execution of the mortgage deeds etc. by the fishermen concerned before the loans are paid to them and to forward to Government for record a copy of the document after they are executed.

By order of the Governor of Bombay,

N.B.Rangnekar,
Under Secretary to Government,

To
The Director of Fisheries,
The Collector and District Magistrate,Karwar,
The Commissioner, Southern Division,
The Accountant General,Bombay(through the Finance Department),
The Finance Department,
The Revenue Department,
The Solicitor to Government.

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Accompaniment to Government Resolution, Education and Industries Department, No.7994, dated the 14th September 1948.

Serial No.	Name of the fishermen..	Loans sanctioned Without interest	Loans sanctioned With interest at 3½%.
1	2	3	4
	HUT NO.1	9,637	9,637
I.(a)	1.Mirya Mota Harkantra 2.Keera Munga Harkantra 3.Kaji Ganu Harkantra. 4.Romi Dhanu Harkantra. 5.Vithoba Girya Harkantra		
(b)	1.Lokappa Keshav Harkantra	508	508
	HUT NO.2		
II.	1.Pursu Mota " 2.Mandu Linga " 3.Subba Shivu " 4.Muna Vithoba "	821	821
	HUT NO.3		
III.(a)	1.Shiva Linga " 2.Jenu Jivu " 3.Chandu Shiva " 4.Sesu Birra " 5.Peru Budya "	10,053	10,053
(b)	1.Taku Budya " 2.Dumnia Pekku " 3.Sessu Bina " 4.Lokappa Pandu "	103	103
	HUT NO.4		
IV.	1.Chandu Shivu "	1,039	1,039
	HUT NO.5.		
V.	1.Devu Soma " 2.Motta Dongu " 3.Buda Rama "	3,532	3,532
	HUT NO.6		
VI.	1.Danu Rama "	421	421
	HUT NO.7.		
VII.	1.Thaku Nuna " 2.Janu Jiva " 3.Ganu Mattu. "	496	496
		26,610	26,610

185 - 39

THIS MORTGAGE made at - - - - - - - the - - - - - - - - -
day of - - - - - - - one thousand nine hundred and forty eight
between -
- -
- -
and -
- -
both of - - Kenery - - - - - Hindu Inhabitants (herein after collectively referred to as "The Mortgagor " which expression shall unless the context does not so admit include his/their respective heirs, executors, administrators and assigns) of the one part, and the Governor of Bombay (hereinafter referred to as "The Mortgagee" which expression shall, unless the context does not so admit, include his successors and assigns) of the other part.

WHEREAS the Mortgagor is/are seized and possessed of and otherwise well and sufficiently entitled to the land hereditaments and premises situate lying and being at - - - - - - - - and more particularly described in the schedule hereunder written.

AND WHEREAS the Mortgagors applied to the Mortgagee for a loan of Rs. - - - - - - - - - for - purchase - of - - - fishing nets, boats and other fishing - - equipment -
AND WHEREAS under the Bombay State aid to small Industries Rules 1935, the Mortgagee has agreed to advance to the Mortgagors the said sum of Rs. - - - - - - - - x upon the Mortgagors having agreed to secure repayment thereof in the manner hereinafter prescribed.

NOW THIS MORTGAGE WITNESSETH AS FOLLOWS.-

1. In pursuance of the said agreement and in consideration of the sum of Rs. - - - - (Rupees - - - - - - - - - - - - - - - - - - -

~~357 185~~ 41

and shall thence forth bear interest payable at the rate and on the days aforesaid and all the covenants and conditions contained in these presents and all the rules of law and equity in relation to interest shall equally apply to interest on such arrears PROVIDED FURTHER that the last preceding previso shall not permit the Mortgagor to allow any interest to fall into arrears.

2. In pursuance of the said agreement and in consideration of the sum of Rs. (Rupees) paid to the Mortgagor/s by the Mortgagee on or before the execution of these presents (the receipt whereof the Mortgagor/s doth/~~do~~ hereby admit and acknowledge and of and from the same doth/~~do~~ hereby release and discharge the Mortgagee) the Mortgagor/s doth/~~do~~ hereby covenant with the Mortgagee that the Mortgagor/s will repay to the Mortgagee the said sum of Rs. within a period of) years from this date by equal monthly instalments, each instalment of Rs. to be paid in the first week of each calender month provided that the Mortgagor/s shall not be required to pay the said monthly instalments during the months of June, July and August and that the first of such payment of Rs. shall be made in the first week of the month next to that in which these presents are executed and that after the Mortgagor/s has/~~have~~ paid the said sum of Rs. in regular instalments as hereinbefore provided, the Mortgagor/s shall pay not later than one month from the date of the payment of the last instalment a further sum as interest calculated at 3½ per cent per annum on diminishing balances from the date on which the said sum of Rs. is paid to him/~~them~~ until the date of the payment of such last instalment and the Mortgagor hereby agree that the amount of each instalment payable as aforesaid shall be apportioned equally towards the interest bearing and the interest-free portion of the said loan.

3. In further pursuance of the said agreement and for

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for the consideration aforesaid the Mortgagor/s doth/do hereby assign transfer and assure unto the Mortgagee all his/~~their~~ undertakings and all his/~~their~~ property and assets, present and future, the present assets are more particularly set out in the Schedule hereunder written including the fishing nets, boats and other fishing equipment have purchased with the said loan and which undertaking, property, assets and the said fishing nets, boats and other fishing equipme are hereinafter for the sake of brevity called 'the Mortgaged properties" and all the estate, right, interest claim and demand of the Mortgagor/s in to and upon the Mortgaged properties/s TO HAVE AND TO HOLD the same unto the Mortgagee absolutely subject to the proviso for redemption hereinafter contained and subject to the right of Mortgagor/s to deal with the same in the ordinary course of business but not otherwise.

3. In futther pursuance of the said agreement and for the consideration aforesaid the Mortgagors doth/do hereby grant, convey, transfer and assure unto the Mortgagee all that piece or parcel of land or ground situate lying and being at and more particularly described in the schedule hereunder written TOGETHER ~~WITH~~ all and singular the houses, out-houses, edfices, buildings, yards, wall-compounds, paths, water, water course, sewers, ditches, drains, trees, plaints, lights, liberties, easements, profits, privileges, advantages, rights, members appurtenances to the said land hereditaments and premises or in anywise appurtaining or with the same or any part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto. AND TOGETHER also with all the right title interest claim and demand whatsoever of he/they the Mortgagors into and

upon the said piece or parcel of land hereditaments and premises or any part thereof (hereinafter collectively referred to as "the Mortgaged properties") TO HAVE AND TO HOLD the same unto the use of the Mortgagee absolutely subject to the proviso for redemption hereinafter contained.

4. PROVIDED ALWAYS AND it is hereby agreed and declared that if the Mortgagors shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan of Rs
together with interest, on half the amount thereof and shall pay all costs, charges and expenses of the Mortgagee of and incidental to this Mortgage, the Mortgagee shall upon the request and at the costs, charges and expenses of the Mortgagors reassign and retransfer the mortgaged properties unto the Mortgagors or as ~~they~~ he may direct. And in the meantime and until default be made by the mortgagor in payment of the said principal sum or any instalment thereof or interest thereon or any part thereof the Mortgagors shall remain in the possession or receipt of the rents and profits of the said land hereditaments and premises.

5. The said principal sum of Rs. or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :—

(a) If the Mortgagors shall fails to pay any instalment of principal ~~on the respective due dates in the manner aforesaid~~, as and when it may become due and payable.

(b) If the Mortgagors shall make default in payment of ~~the~~ any instalment of interest, on half the amount of the loan ~~on the respective due dates~~

as herebefore provided.

(c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or a Receiver thereof be appointed.

(d) If the Mortgagor/ shall commit breach of any one of the convenants or provisions herein contained and on his/~~their~~ part to be observed and performed.

(e) If the Mortgagor/ shall cease to carry on business for any reason whatsoever.

(f) If the Mortgagor~~s or either or them are or~~ is adjudicated insolvent.

6. As soon as the principal moneys or the balance thereof shall become payable and the security enforceable under the last preceding clause the Mortgagee shall be entitled (without being bound to do so) to take possession of the mortgaged properties and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the Mortgagor/ or any other person whatsoever claiming under the Mortgagor/.

7. If default shall be made in repayment of the Mortgage money or any part thereof on the days and in the manner aforesaid or if the security hereby constituted becomes enforceable in each and any of the events mentioned in clause 4 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the Court all or any of the Mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other

T-193
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stipulations as to title evidence or otherwise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy in or rescind or vary any contract for sale of all the Mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the purchase money of the properties sold and for any other moneys paid to the Mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof AND IT IS HEREBY AGREED AND DECLARED that the provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act, 1882, shall apply to this security.

8. AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of principal or interest or half the amount of the principal shall be in arrear the same may be recoverable from the Mortgagor in the same manner as an arrear of land revenue under the provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof: Provided Always that this clause shall not effect other rights powers and remedies of the Mortgagee.

9. The Mortgagor doth hereby covenant with the Mortgagee as follows :-

(a) That the Mortgagor has now good right and full power to grant convey and transfer the said mortgaged properties hereinbefore expressed to be hereby granted conveyed and transferred as aforesaid free from all claim liens and incumbrances and that the Mortgagor and every other person having or claiming any estate or interest in the said mortgaged properties or any part thereof will at all times at the costs until the sale thereof of the Mortgagor and afterwards of the person or persons requiring the same execute and do all such assurances and acts for further and more effectually assuring

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Provided that if default shall be made by the Mortgagor in insuring or keeping the mortgaged properties insured as aforesaid, then and so often as the same shall happen it shall be lawful (but not obligatory) for the Director of Fisheries on giving 24 hours notice to the Mortgagor to insure and keep insured the mortgaged properties to their full insurable value and the Mortgagor will on demand repay to the Mortgagee every sum of money expended for that purpose by the Director of Fisheries with interest at the rate and in the manner aforesaid from the time the same respectively shall have been so expended and that until such repayment the same shall be a first charge upon the mortgaged properties.

3-7-1918
51

assurances and acts for further and more effectually assuring the said mortgaged properties or any part thereof to the Mortgagee or to such other person or persons as he may direct, as shall be reasonably required;

(b) that the moneys secured by these presents shall be a first charge on the said mortgaged properties and shall take precedence over all other moneys now due or which may here-inafter be borrowed by the Mortgagor ;

(c) that the Mortgagors will so long as any of the principal moneys or any interest secured by these presents shall remain unpaid and the Mortgagee shall not have taken possession of the mortgaged properties carry on and conduct the business of the Mortgagors in a proper and efficient manner and for that purpose;

(i) will maintain and keep in a good and substantial state of repairs and condition the said mortgaged properties expressed to be hereby assured;

(ii) will keep the said mortgaged properties insured against loss or damage by fire and riots and civil commotion to their full insurable value, with some insurance office to be approved by the Director of Industries, and will make all payments required for the purpose as and when the same become due and payable and will on demand produce to the Director of Industries the policy or policies of the insurance and the receipt or receipts for such payment and will apply all moneys received by the Mortgagors uder any such insurance in making good any such loss or damage.

(iii) will duly and punctually pay perform and observe all rents rates, taxes, assessments, outgoings, covenants and obligations which are to be paid observed or performed by the Mortgagors in respect of the said mortgaged properties or otherwise howsoever;

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(a) that the Mortgagor will permit the Mortgagee or any person or persons authorised by him at any time and from time to time during the usual time of business so long as any money shall remain due or owing upon the security of these presents to inspect and examine any part of the mortgaged properties and render them or any such assistance as may be required for any of the purposes aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoir for the purpose all such information relating to the business or affairs of the Mortgagor or the mortgaged properties or any part thereof as he or they shall require;

(b) that the Mortgagor shall utilise the amount of the said loan for purchase of fishing nets, coats and other fishing equipment.

In witness whereof, the Mortgagors has/have set his/~~their respective~~ hands hereto the day and year first above written.

The First Schedule Above Referred To.

The Second Schedule Above Referred to.

ALL THAT piece or parcel of land or ground of the quit and Ground Rent Tenure with the messuage tenement or dwelling house standing ~~xx~~ thereon situate, lying and being

at

in the Registration Sub-District of containing by admeasurement square feet or thereabouts, and bounded as follows that is to say -

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on or towards the East by

on or towards the West by

on or towards the North by

on or towards the South by

Signed and Delivered by
the above named Mortgagors

1.

2.

3.

in the presence of

1C

1.
on or towards the East by

on or towards the West by
2.
on or towards the North by

Received of and from the Governor of Bombay the sum of Rupees being the amount of the Government Loan expressed above to have been paid by the Governor of Bombay to the Mortgagors abovenamed. } Rs.

Signed and delivered by

1. the above named Mortgagors

2.

1.

I/We say received

Mortgagors

in the presence of

1C

Ku.14/4/48

received of and from the Governor

SURETY BOND.

3-13-2001

I, of 57

hereby declare myself surety for the ab venamed Mortgagors and give the guarantee that he/they shall do and perform all that he/they has/have undertaken to do and perform under the aforesaid deed of Mortgage and in case of his/their making default therein, I hereby bind myself to pay to the Governor of Bombay, hereinafter called "Government" the sum of Rs. or such other lesser sum a s shall be deemed to be sufficient by the Director of Fisheries to cover any loss or damage which Government may sustain by reason of such default. And I agree that Government may, without prejudice to any other rights or remedies of Government, recover from me the said sum as an arrear of land revenue, under the provisions of the Bombay Land Revenue Code 1879. And I agree that any extension of time given to the mortgagors or any variation of the terms of the said deed of mortgage will not discharge me from my liability to pay the said amount.

Dated this the day of 194

Signed by the abovenamed)
surety)
)
)
in the presence of)

1.

2.

Seisil Loan

325 2003 59

THIS MORTGAGE made at - - - - - - the - - - - - - - - day of - - - - - - - one thousand nine hundred and forty eight between - - - - - - - -

~~379~~ ~~205~~
61

for the consideration aforesaid the Mortgagors ~~doth~~/do hereby assign transfer and assure unto the Mortgagee all ~~his~~/their undertakings and all ~~his~~/their property and assets, present and future, the present assets are more particularly set out in the Schedule hereunder written including the fishing nets, boats and other fishing equipment have purchased with the said loan and which undertaking property, assets and the said fishing nets, boats and other fishing equipment are hereinafter for the sake of brevity called 'the Mortgaged properties" and all the estate, right, interest claim and demand of the Mortgagors in to and upon the Mortgaged properties TO HAVE AND TO HOLD the same unto the Mortgagee absolutely subject to the proviso for redemption hereinafter contained and subject to the right of Mortgagors to deal with the same in the ordinary course of business but not otherwise.

3. In futther pursuance of the said agreement and for the consideration aforesaid the Mortgagors doth/do hereby grant, convey, transfer and assure unto the Mortgagee all that piece or parcel of land or ground situate lying and being at [illegible] and more particularly described in the schedule hereunder written TOGETHER WITH all and singular the houses, out-houses, edfices, buildings, yards, wall-compounds, paths, water, water course, sewers, ditches, drains, trees, plaints, lights, liberties, easements, profits, privileges, advantages, rights, members appurtenances to the said land hereditaments and premises or in anywise appurtaining or with the same or any part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto. AND TOGETHER also with all the right title-interest claim and demand whatsoever of he/they the Mortgagors into and

upon the said piece or parcel of land hereditaments and premises or any part thereof (hereinafter collectively referred to as "the Mortgaged properties") TO HAVE AND TO HOLD the same unto the use of the Mortgagee absolutely subject to the proviso for redemption hereinafter contained.

4. PROVIDED ALWAYS AND it is hereby agreed and declared that if the Mortgagors shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan of Rs
together with interest on half the amount thereof and shall pay all costs, charges and expenses of the Mortgagee of and incidental to this Mortgage, the Mortgagee shall upon the request and at the costs, charges and expenses of the Mortgagors reassign and retransfer the mortgaged properties unto the Mortgagors or as they may direct . And in the meantime and until default be made by the mortgagor in payment of the said principal sum or any instalment thereof or interest thereon or any part thereof the Mortgagors shall remain in the possession or receipt of the rents and profits of the said land hereditaments and premises.

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(a) If the Mortgagors shall fails to pay any instalment of principal ~~on the respective due dates in the manner aforesaid~~, as and when it may become duly and payable.

(b) If the Mortgagors shall make default in payment of ~~any~~ the instalment of interest on half the amount of the loan ~~on the respective due dates~~

as hereinbefore provided.

(c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or a Receiver thereof be appointed.

(d) If the Mortgagors shall commit breach of any one of the convenants or provisions herein contained and on his/their part to be observed and performed.

(e) If the Mortgagors shall cease to carry on business for any reason whatsoever.

(f) If the Mortgagors or either of them are or is adjudicated insolvent.

6. As soon as the principal moneys or the balance thereof shall become payable and the security enforceable under the last preceding clause the Mortgagee shall be entitled (without being bound to do so) to take possession of the mortgaged properties and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the Mortgagors or any other person whatsoever claiming under the Mortgagors.

7. If default shall be made in repayment of the Mortgage money or any part thereof on the days and in the manner aforesaid or if the security hereby constituted becomes enforceable in each and any of the events mentioned in clause 4 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the Court all or any of the Mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other

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stipulations as to title evidence or other-wise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy in or rescind or vary any contract for sale of all the Mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the purchase money of the properties sold and for any other moneys paid to the Mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof AND IT IS HEREBY AGREED AND DECLARED that the provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act, 1882, shall apply to this security.

8. AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of principal or interest shall be in arrear the same may be recoverable from the Mortgagors in the same manner as an arrear of land revenue under the provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof: Provided Always that this clause shall not affect other rights powers and remedies of the Mortgagee

9. The Mortgagors do hereby covenant with the Mortgagee as follows :-

(a) That the Mortgagor has now good right and full power to grant convey and transfer the said mortgaged properties hereinbefore expressed to be hereby granted conveyed and transferred as aforesaid free from all claim liens and incumbrances and that the Mortgagors and every other person having or claiming any estate or interest in the said mortgaged properties or any part thereof will at all times at the costs until the sale thereof of the Mortgagors and afterwards of the person or persons requiring the same execute and do all such assurances and acts for further and more effectually assuring

Provided that if default shall be made by the Mortgagor in insuring or keeping the mortgaged properties insured as aforesaid then and so often as the same shall happen it shall be lawful (but not obligatory) for the Director of Fisheries on giving 24 hours notice to the Mortgagor to insure and keep insured the mortgaged properties to their full insurable value and the Mortgagor will on demand repay to the Mortgagee every sum of money expended for that purpose by the Director of Fisheries with interest thereon at the rate and in the manner aforesaid from the time the same respectively shall have been so expended and that until such repayment the same shall be a first charge upon the mortgaged properties.

assurances and acts for further and more effectually assuring the said mortgaged properties or any part thereof to the Mortgagee or to such other person or persons as he may direct, as shall be reasonably required;

(b) that the moneys secured by these presents shall be a first charge on the said mortgaged properties and shall take precedence over all other moneys now due or which may here-inafter be borrowed by the Mortgagors;

(c) that the Mortgagors will so long as any of the principal moneys or any interest secured by these presents shall remain unpaid and the Mortgagee shall not have taken possession of the mortgaged properties carry on and conduct the business of the Mortgagors in a proper and efficient manner and for that purpose;

(i) will maintain and keep in a good and substantial state of repairs and condition the said mortgaged properties expressed to be hereby assured;

(ii) will keep the said mortgaged properties insured against loss or damage by fire and riots, and civil commotion, to its full insurable value with some insurance office to be approved by the Director of Industries and will make all payments required for the purpose as and when the same become due and payable and will on demand produce to the Director of Industries the policy or policies of the insurance and the receipt or receipts for such payment and will apply all moneys received by the Mortgagors uder any such insurance in making good any such loss or damage

(iii) will duly and punctually pay perform and observe all rents rates, taxes, assessments, outgoings, covenants and obligations which are to bepaid observed or performed by the Mortgagors in respect of the said mortgaged properties or otherwise howsoever;

(d) that the Mortgagor will permit the Mortgagee or any person or persons authorised by him at any time and from time to time during the usual time of business so long as any money shall remain due or owing upon the security of these presents to inspect and examine any part of the mortgaged properties and render them or any such assistance as may be required for any of the purposes aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagor or the mortgaged properties or any part thereof as he or they shall require;

(e) that the Mortgagor shall utilise the amount of the said loan for purchase of fishing nets, boats and other fishing equipment.

In witness whereof, the Mortgagors ~~has~~/have set ~~his~~/their respective hands hereto the day and year first above written.

The ~~First~~ Schedule Above Referred To.

The Second Schedule Above Referred to.

ALL THAT piece or parcel of land or ground of the quit and Ground Rent Tenure with the messuage tenement or dwelling house standing ~~on~~ thereon situate, lying and being

at

in the Registration Sub-District of containing by admeasurement square feet or thereabouts, and bounded as follows that is to say -

on or towards the East by

on or towards the West by

on or towards the North by

on or towards the South by

Signed and Delivered by
the above named Mortgagors

1.

2.

3.

in the presence of

10

1.
on or towards the East by

on or towards the West by
2.
on or towards the North by

Received of and from the Governor of Bombay the sum of Rupees being the amount of the Government Loan expressed above to have been paid by the Governor of Bombay to the Mortgagors abovenamed. } Rs.

Signed and Delivered by

1. the above named Mortgagors

2.

1.

We say received

3. Mortgagors

In the presence of

10

Ex.14/4/48

No. 10009

Legal Department,
Bombay Castle, October 1948.

To

The Director of Fisheries,
Bombay.

Grant of loans to the distressed fishermen of Karwar.

Sir,

With reference to your letter No.F.41(a)/8058 dated the 23rd September 1948 on the subject above, I send herewith two drafts of Mortgage.

The mortgage deeds are chargeable with the stamp duty as follows:-

	Name of loanees.	Total mortgaged amount.	Stamp duty
I (a)	Mirya Mota Harkantra & Ors.	Rs 19,274	219 6 0
(b)	Lokappa Keshav Harkantra	1,016	16 14 0
II	Pursu Mota & Others.	1,642	22 8 0
III (a)	Shiva Linga & Others.	20,106	230 10 0
(b)	Teku Budya & Others.	206	3 6 0
IV	Chandu Shivu	2078	28 2 0
V	Devu Soma	7,064	84 6 0
VI	Danu Rama	842	10 2 0
VII	Thaku Numa & Others.	992	11 4 0

The Mortgage Deeds need not be registered.

I also send herewith a draft Surety Bond which may be used in all the cases.

Yours faithfully,

Solicitor to Government.

Encl.
2 Mort age deeds
1 Surety Bond.

Issued